



February 16, 2007

HOUSE BILL No. 1509

DIGEST OF HB 1509 (Updated February 13, 2007 4:36 pm - DI 107)

Citations Affected: IC 32-31; IC 34-30.

Synopsis: Lease protections for domestic violence victims. Provides that a tenant who is a victim or an alleged victim of a crime involving domestic or family violence, a sex offense, or stalking may have the locks of the tenant's dwelling unit changed at the tenant's expense. Prohibits a landlord from taking certain actions related to such a tenant. Provides that such a tenant is entitled to terminate the tenant's rights and obligations under the rental agreement under certain circumstances. Provides such a tenant and the tenant's landlord immunity from civil liability in certain situations and for taking certain actions.

Effective: July 1, 2007.

**Lawson L, Ulmer,
Bardon, Dembowski**

January 23, 2007, read first time and referred to Committee on Judiciary.
February 15, 2007, amended, reported — Do Pass.

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HB 1509—LS 7673/DI 106+



February 16, 2007

First Regular Session 115th General Assembly (2007)

PRINTING CODE. Amendments: Whenever an existing statute (or a section of the Indiana Constitution) is being amended, the text of the existing provision will appear in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~.

Additions: Whenever a new statutory provision is being enacted (or a new constitutional provision adopted), the text of the new provision will appear in **this style type**. Also, the word **NEW** will appear in that style type in the introductory clause of each SECTION that adds a new provision to the Indiana Code or the Indiana Constitution.

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 2006 Regular Session of the General Assembly.

HOUSE BILL No. 1509

A BILL FOR AN ACT to amend the Indiana Code concerning family law and juvenile law.

Be it enacted by the General Assembly of the State of Indiana:

- 1 SECTION 1. IC 32-31-2.9-2 IS AMENDED TO READ AS
2 FOLLOWS [EFFECTIVE JULY 1, 2007]: Sec. 2. As used in this
3 chapter, "residential landlord-tenant statute" refers to any of the
4 following:
5 (1) IC 32-31-3.
6 (2) IC 32-31-4.
7 (3) IC 32-31-5.
8 (4) IC 32-31-6.
9 (5) IC 32-31-7.
10 (6) IC 32-31-8.
11 **(7) IC 32-31-9.**
12 SECTION 2. IC 32-31-9 IS ADDED TO THE INDIANA CODE AS
13 A **NEW CHAPTER** TO READ AS FOLLOWS [EFFECTIVE JULY
14 1, 2007]:
15 **Chapter 9. Rights of Tenants Who Are Victims of Certain**
16 **Crimes**
17 **Sec. 1. (a) This chapter applies only to a rental agreement for a**



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dwelling unit that is entered into or renewed after June 30, 2007.

(b) This chapter applies to a landlord or tenant only with respect to a rental agreement for a dwelling unit that is entered into or renewed after June 30, 2007.

(c) A waiver of this chapter by a landlord or current or former tenant, by contract or otherwise, is void.

Sec. 2. Except as otherwise provided in this chapter, the definitions in IC 32-31-3 apply throughout this chapter.

Sec. 3. As used in this chapter, "applicable offense" refers to any of the following:

(1) A crime involving domestic or family violence (as defined in IC 35-41-1-6.5).

(2) A sex offense under IC 35-42-4.

(3) Stalking under IC 35-45-10.

Sec. 4. As used in this chapter, "applicant" means an individual who applies to a landlord to enter into a lease of a dwelling unit.

Sec. 5. As used in this chapter, "dwelling unit" has the meaning set forth in IC 32-31-5-3.

Sec. 6. As used in this chapter, "perpetrator" means an individual who:

(1) has committed; or

(2) is alleged to have committed;

an applicable offense.

Sec. 7. As used in this chapter, "protected individual" means a tenant or applicant:

(1) who is:

(A) a victim; or

(B) an alleged victim;

of an applicable offense; and

(2) who has received either of the following:

(A) A civil order for protection issued or recognized by a court under IC 34-26-5 that restrains a perpetrator from contact with the individual.

(B) A criminal no contact order that restrains a perpetrator from contact with the individual.

Sec. 8. (a) A landlord may not terminate a lease, refuse to renew a lease, refuse to enter into a lease, or retaliate against a tenant solely because:

(1) a tenant;

(2) an applicant; or

(3) an individual who is a member of the tenant's or applicant's household;

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1 is a protected individual.

2 (b) A landlord may not refuse to enter into a lease with an
3 applicant or retaliate against a tenant solely because:

4 (1) the tenant;

5 (2) the applicant; or

6 (3) an individual who is a member of the tenant's or
7 applicant's household;

8 has terminated a rental agreement as a protected individual under
9 section 12 of this chapter.

10 Sec. 9. (a) This section applies if a perpetrator who is restrained
11 from contact with the tenant referred to in subsection (b) under an
12 order referred to in section 7(2)(A) or 7(2)(B) of this chapter is not
13 a tenant of the same dwelling unit as the tenant referred to in
14 subsection (b).

15 (b) A landlord shall change the locks of a tenant's dwelling unit
16 upon the written request of the tenant not later than forty-eight
17 (48) hours after the tenant gives the landlord a copy of a court
18 order referred to in section 7(2) of this chapter.

19 Sec. 10. (a) This section applies if the perpetrator who is
20 restrained from contact with the tenant referred to in subsection
21 (b) under an order referred to in section 7(2)(A) or 7(2)(B) of this
22 chapter is a tenant of the same dwelling unit as the tenant referred
23 to in subsection (b).

24 (b) A landlord shall change the locks of a tenant's dwelling unit,
25 upon the written request of the tenant, not later than twenty-four
26 (24) hours after the tenant provides the landlord with a copy of a
27 court order referred to in section 7(2)(A) or 7(2)(B) of this chapter
28 restraining the perpetrator referred to in subsection (a) from
29 contact with the tenant.

30 (c) Unless the court order provided to the landlord under
31 subsection (b) allows the perpetrator to return to the dwelling unit
32 to retrieve the perpetrator's personal property, a landlord to whom
33 subsection (b) applies may not by any act provide the perpetrator
34 access to the dwelling unit.

35 (d) A landlord to whom subsection (b) applies is immune from
36 civil liability for:

37 (1) excluding the perpetrator from the dwelling unit under a
38 court order; or

39 (2) loss of use of or damage to personal property while the
40 personal property is present in the dwelling unit.

41 (e) A perpetrator who has been excluded from a dwelling unit
42 under this section remains liable under the lease with all other

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tenants of the dwelling unit for rent or damages to the dwelling unit as provided in the lease.

Sec. 11. (a) A tenant who provides notice or a copy of a court order under section 9 or 10 of this chapter shall pay the landlord the actual expense incurred by the landlord in changing the locks.

(b) If a landlord fails to change the locks within the time set forth in section 9(b) or 10(b) of this chapter, the tenant may change the locks without the landlord's permission, and the landlord shall reimburse the tenant for the actual expense incurred by the tenant in changing the locks.

(c) If a tenant changes the locks of the tenant's dwelling unit under subsection (b), the tenant shall give a key to the new locks to the landlord not later than twenty-four (24) hours after the locks are changed.

Sec. 12. (a) A protected individual who is a tenant may terminate the protected individual's rights and obligations under a rental agreement by providing the landlord with a written notice of termination in compliance with this section.

(b) A protected individual must give written notice of termination under this section to the landlord at least thirty (30) days before the termination date stated in the notice.

(c) The written notice required by this section must include:

(1) a copy of:

(A) a civil order for protection issued or recognized by a court under IC 34-26-5 that restrains a perpetrator from contact with the protected individual; or

(B) a criminal no contact order that restrains a perpetrator from contact with the protected individual; and

(2) if the protected individual is a victim of domestic violence or sexual assault, a copy of a safety plan, which must satisfy the following:

(A) The plan must be dated not more than thirty (30) days before the date on which the protected individual provides the written notice to the landlord under this section.

(B) The plan must be provided by an accredited domestic violence or sexual assault program.

(C) The plan must recommend relocation of the protected individual.

(d) If a protected individual's rights and obligations under a rental agreement are terminated under this section, the protected individual is liable for the rent and other expenses due under the rental agreement:

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- (1) prorated to the effective date of the termination; and
 (2) payable at the time when payment of rent would have been required under the rental agreement.

A protected individual whose rights and obligations under a rental agreement are terminated under this section is not liable for any other rent or fees that would be due only because of the early termination of the protected individual's rights and obligations under the rental agreement. If a protected individual terminates the rental agreement at least fourteen (14) days before the protected individual would first have the right to occupy the dwelling unit under the lease, the individual is not subject to any damages or penalties.

(e) Notwithstanding section 13 of this chapter, a protected individual is entitled to deposits, returns, and other refunds as if the tenancy terminated by expiring under the terms of the rental agreement.

Sec. 13. Notwithstanding:

- (1) the termination of a protected individual's rights and obligations under a rental agreement under this chapter; or
 (2) the exclusion of a perpetrator of an applicable offense from a dwelling unit under this chapter;

the rights and obligations of other adult tenants of the dwelling unit under the rental agreement continue unaffected. A landlord is not obligated to return or account for any security deposit associated with the rental agreement until forty-five (45) days after the tenancy of all tenants has terminated.

Sec. 14. A perpetrator who is a tenant and who is excluded from a dwelling unit under a court order remains liable under the lease with other tenants of the dwelling unit for rent and for the cost of damages to the dwelling unit.

Sec. 15. This chapter does not make a landlord or the agent of a landlord liable for the actions of a perpetrator or a third party.

SECTION 3. IC 34-30-2-137.5 IS ADDED TO THE INDIANA CODE AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2007]: **Sec. 137.5. IC 32-31-9-10(d) and IC 32-31-9-12(d) (Concerning the liability of landlords and tenants under residential rental agreements in certain situations).**

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COMMITTEE REPORT

Mr. Speaker: Your Committee on Judiciary, to which was referred House Bill 1509, has had the same under consideration and begs leave to report the same back to the House with the recommendation that said bill be amended as follows:

Page 2, line 31, delete "An" and insert "**A civil**".

Page 2, line 31, delete "of" and insert "**for**".

Page 2, line 34, delete "court" and insert "**criminal no contact**".

Page 3, line 15, after "unit" insert "**upon the written request of the tenant**".

Page 3, line 17, delete "oral or written notice that the tenant is a protected" and insert "**a copy of a court order referred to in section 7(2) of this chapter.**".

Page 3, delete line 18.

Page 3, line 24, delete "unit" and insert "**unit, upon the written request of the tenant,**".

Page 3, line 25, delete "forty-eight (48)" and insert "**twenty-four (24)**".

Page 3, line 35, delete "to the perpetrator".

Page 3, line 36, delete "unit;" and insert "**unit under a court order;**".

Page 3, line 37, delete "the perpetrator's".

Page 4, line 23, delete "an order of" and insert "**a civil order for**".

Page 4, line 26, delete "court" and insert "**criminal no contact**".

Page 4, line 40, after "rent" insert "**and other expenses**".

Page 5, between lines 10 and 11, begin a new paragraph and insert: "**(e) Notwithstanding section 13 of this chapter, a protected individual is entitled to deposits, returns, and other refunds as if the tenancy terminated by expiring under the terms of the rental agreement.**".

Page 5, line 17, after "unaffected." insert "**A landlord is not obligated to return or account for any security deposit associated with the rental agreement until forty-five (45) days after the tenancy of all tenants has terminated.**".

Page 5, line 23, after "of" insert "**a perpetrator or**".

and when so amended that said bill do pass.

(Reference is to HB 1509 as introduced.)

LAWSON L, Chair

Committee Vote: yeas 10, nays 0.

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